

# Town of Windsor

## Memorandum

November 10, 2020

**TO:** The Honorable Mayor and Town Council

**FROM:** William G. Saunders, IV, Town Manager

**SUBJECT:** Windsor Town Center Repairs

The need for roof replacement and repairs related to moisture damage at the Windsor Town Council was discussed at length at the October 10, 2020 Town Council meeting.

The resulting guidance from Town Council was as follows:

1. Set a public hearing for the incurring of debt and an amendment of the budget over 1%;
2. Discuss loan funding with Farmers Bank;
3. Research the need for further HVAC and wallboard remediation,; and
4. Reach out to Isle of Wight County to discuss the possibility of their sharing the costs.

The public hearings were set as directed and properly advertised.

Farmers Bank can provide a short term loan ( $\pm$ 5 years) to fund the repairs for approximately 2% interest.

Most of the ductwork is hard metal with insulation on the exterior, which can only be vacuumed; the building plans are being reviewed to determine if there are sections with interior insulation. Extensive cleaning is not expected to be required. Little, if any, wallboard replacement is envisioned; however, the repair estimate has been amended to include pricing for the replacement of wallboard and the contingency has been increased by 3% in case of unexpected wallboard costs. A line item has been added to the proposal for possible HVAC cleaning.

Mayor Glyn Willis and Town Manager William Saunders are scheduled to present the issue to the Isle of Wight County Board of Supervisors at their November 5, 2020 work session.

### **New Items**

Following a review of the proposal by Isle of Wight County General Services, recommendations were made for the Town to consider asbestos testing of the roof underlayment and the design and inspection of the roof by a professional engineer or architect.

The asbestos testing at this juncture would prevent unexpected change orders and the amendment of the project budget once it has begun if the fibers were found after the project has started. Asbestos testing has been completed, and no asbestos was found in the roof underlayment.

The roof being designed by an architect or engineer would insure that it was built to current standards, and would provide a baseline for more accurate bids by contractors. Third party inspections during and at the end of the project would insure that the contractors were performing the work to the appropriate standards and would certify to the roofing material manufacturer that the roof would qualify for its full warranty coverage. Two bids were obtained for having the roof designed, one from Mosely Architects, who designed the renovation, and another from REI, the engineering firm that did the roof survey and asbestos sampling.

Please find enclosed the revised interior remediation estimate, and the proposals from Mosely Architects and REI Engineering for the design of the roof.

**Recommended action:**

Authorize the designing of the roof and the acquisition of updated roof replacement estimates based upon those design standards.

# MOSELEYARCHITECTS

780 Lynnhaven Parkway  
Suite 200  
Virginia Beach, VA 23452  
P: (757) 368-2800

October 21, 2020

Mr. Joseph Gilbert  
Alpha Corporation  
295 Bendix Road  
Virginia Beach, VA 23452

RE: Town of Windsor  
Town Center - Roof Replacement  
*Fee Proposal for Design and Construction Administration Services*

Dear Joe:

We are pleased to forward our fee proposal for *Design and Construction Administration* services for the above referenced project.

Moseley Architects will provide design and construction administration services for the Windsor Town Center Roof Replacement project. We propose the following:

## **Scope of Work:**

Moseley Architects will provide design services to tear off and replace the 15,900 square foot roof of the Windsor Town Center.

A roof condition assessment has been completed by REI Engineers and is attached for reference only. A roof moisture analysis has been performed and clearly indicates the roof is in an advanced state of deterioration. The roof should be replaced with a new low-slope roofing system of your choice. A unit price should be provided for in the bidding process to replace portions of the roof deck that may be deteriorated due to moisture infiltration, based on the information contained in the roof condition assessment.

Our opinion of probable construction cost for roof replacement is in the range of \$300,000 to \$325,000.

Moseley Architects (MA) will provide design, construction documents, bidding assistance, and construction administration services for the project.

## Design

- a) Alpha Corporation & the Town to determine desired low-slope roofing system.
- b) MA to field-locate and document roof penetrations, edge conditions, and roof drainage considerations.
- c) MA to prepare Design documents for the Town to review.
- d) Meet with Town to review the roof plan and building details (1 meeting).

- e) Perform a quality control review and incorporate comments.
- f) Submit to Alpha Corporation for opinion of probable construction cost.
- g) Submit drawings for approval.

Construction Documents

- a) Prepare working drawings to 35%.
- b) Meet with Town to review the documents.
- c) Prepare working drawings to 70%.
- d) Prepare Project Specifications.
- e) Develop Documents to 95% for review and approval.
- f) Perform a quality control review.
- g) Meet to review 95% Documents.
- h) Incorporate comments.
- i) Submit to Alpha Corporation for opinion of probable construction cost.
- j) Submit documents for building permit.
- k) Respond to building permit comments.
- l) Prepare front-end bid documents.

Bid and Award

- a) Distribute bid documents (electronic documents) and keep list of registered planholders.
- b) Attend one on-site pre-bid conference.
- c) Prepare and issue addenda.
- d) Evaluate product substitutions.
- e) Review bids and participate in a cost review conference call.

Construction Administration Services

- a) Attend one on-site pre-construction conference.
- b) Review product submittals for conformance with the Construction Documents.
- c) Attend construction progress meetings twice monthly (Construction duration of 3 months from Notice to Proceed to Substantial Completion). Alpha Corporation will conduct the meetings and issue the meeting minutes. Alpha Corporation will also review the pay applications.
- d) Correspond with the Contractor and assist in project issue resolution.
- e) Review contractor's punch list.
- f) Conduct one back-punch and project close out.

Exclusions:

1. *This proposal does not include any Hazmat survey or abatement design services or fees.*
2. *This proposal does not include any additional renovation work to the Town Center.*

3. *Printing costs and mileage are not included in the professional fee for the proposal. Printing and mileage will be charged as Reimbursable expenses.*
4. *There are no LEED design service fees included in this proposal.*
5. *This proposal does not include a formal value engineering exercise.*
6. *Alpha Corporation will be assisting the Town with this project.*

**Compensation:**

Professional fees are based on the scope of work listed above and do not include reimbursable expenses.

**Design, Bidding, and Construction Administration Services**

• <b>Basic Services Fee:</b>	<b>\$ 29,450.00</b>
Reimbursable Expenses: Estimated at \$1,450.00	<b>\$ 1,450.00</b>
<b>TOTAL FEE</b>	<b>\$ 30,900.00</b>

**Schedule:**

We propose the following Milestone Schedule:

Design:	November 2 – December 1, 2020
Working Drawings:	December 2, 2020 – January 8, 2021
Bidding & Negotiation:	January 11 – February 11, 2021
Construction Administration:	March 15 – June 14, 2021

If this proposal is acceptable, we can complete an agreement and get to work on this according to schedule. We stand ready to begin immediately.

We look forward to working with you on this important project!

Sincerely,



Jeff Hyder, AIA, LEED AP BD+C  
Vice President  
*LEED Accredited Professional*

**Enclosures:**

- "Windsor Town Center Visual Roof Condition Assessment" dated September 24, 2020 completed by REI Engineers.

**Cc:**

*Jan Burgess, Senior Associate, Moseley Architects*

# WINDSOR TOWN CENTER VISUAL ROOF CONDITION ASSESSMENT

2361 Courthouse Highway  
Windsor, Virginia



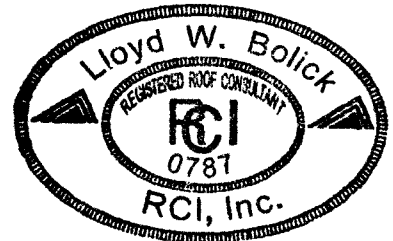
Client: Town of Windsor

Client's Representative: Mr. Saunders  
Town Manager

Prepared By: REI Engineers  
2697 International Pkwy, Pkwy 3, Suite  
106  
VA Beach, VA 23452  
Virginia Business Entity Registration  
0405001892

Lloyd Bolick Jr.  
RRC, CDT

Date: September 24, 2020



## EXECUTIVE SUMMARY

This report presents the findings of a visual roof condition assessment conducted at the Windsor Town Center located at 2361 Courthouse Highway, Windsor, Virginia.

Based upon the assumed age of the roof assembly and the amount of wet insulation observed during our moisture survey, we recommend removing and disposing of the existing roof assembly down to the existing steel roof deck. Provide a new single-ply roof assembly with an insulation thickness required to meet current energy code standards.

## INTRODUCTION

The purpose and scope of the assessment was to:

1. Visually examine the current conditions of the existing roof assembly. Visual observations were performed by walking each roof section.
2. Document observed conditions and noted deficiencies in the Roof assembly. Perform a roof moisture survey utilizing a thermal imaging camera. Photographic documentation of observed conditions is included in this report.
3. Recommend corrective actions.

## WARRANTY NOTICE

The findings and recommendations submitted for the subject building envelope components are based upon available information furnished by participating personnel as well as the assessment. The observations and recommendations presented in this report are time dependent and conditions will change. REI reserves the right to modify this report should additional information become available. No other warranty is expressed or implied. This report has been prepared for the exclusive use of Town of Windsor and its agents.

## DESCRIPTION AND BACKGROUND

REI was contacted by the Town of Windsor about providing a roof visual roof condition assessment at the Windsor Town Center.

The Windsor Town Center is constructed with CMU walls clad with brick in a running bond pattern. The building consists of two separate areas: the gymnasium, and the meeting rooms and lobby. The low slope roof assembly on the facility consists of a gravel surfaced multi ply asphalt built up roof over 1/2" perlite board insulation over 1" polyisocyanurate insulation on a steel roof deck. Asphalt built up roofs are composed of alternating layers of asphalt impregnated ply sheets set in asphalt and is finished with gravel set in an asphalt flood coat. The gravel surface provides the ply sheets protection from the elements. The base flashings at the parapets, rising walls and at the curbs are granular surfaced modified sheets. The vent pipes were flashed using lead boots.

The typical service life of an asphalt built up roof system is 20 to 30 years. The age of this roof system is unknow. However, facility personnel believe it may be as much as 45 to 50 years old.

## VISUAL OBSERVATIONS

The upper roof section is the gymnasium roof and is approximately 8,300 square feet. The gymnasium roof slopes in two directions, north and south, and has a ridge in the middle of the roof section. A large, curbed ventilator is the sole penetration on the roof section. On the north and south sides of the roof at the eaves are gutters and downspouts to facilitate removal of water from the roof surface. Large repair areas are present on the roof surface. One large repair area on each side of the ridge and at the eaves were observed. The gravel surface in the two large repair areas was swept to remove the unadhered gravel from the repair areas. The missing gravel revealed numerous areas of the ply sheets. The reinforcing scrim of the ply sheets was showing in these areas. The scrim will wick water via capillary action into the ply sheets where freeze/thaw will cause further deterioration of the ply sheets. Numerous leaks were reported in the gymnasium by facility personnel. The leaks reportedly manifest around the large curbed vent, at the walls, and in the field of the roof.

The lower roof section is over the lobby and meeting rooms and is approximately 7,600 square feet. The lower roof section slopes from the north side of the building to the south side of the building. Drainage is facilitated with both internal roof drains and through wall scuppers. The through wall scuppers drain into conductor heads and downspouts which discharge at grade. The internal roof drains discharge into below grade drainage pipes. The penetrations on the lower roof sections consist of curbed HVAC units, power ventilators on curbs, lead flashed vent pipes, abandoned curbs, internal roof drains, and a pitch pocket. The granule surfaced modified bitumen base flashing laps were open in numerous locations. Vegetation was present on the roof section against the rising gymnasium wall around the internal roof drains indicating water stands on the roof surface in this area.

Below are representative photographs of the deficiencies observed. The locations of the deficiencies observed are shown on the attached roof plan:

**Deficiency I.D.    Deficiency**

A            Exposed ply sheet reinforcing scrim. Moisture wicked into the ply sheet causes further deterioration during freeze/thaw.

**Photograph**





**Deficiency I.D. Deficiency**

**Photograph**

B Loose lightning cable on roof surface. The cable may damage the roof during wind events.



C Deteriorated/separated sealant in counterflashing sealant tray allows water to bypass the counterflashing exposing the top of the base flashing membrane beneath.



D Corroded steel wall mounted ladder. The ladder should be cleaned, primed, and painted during a future roof replacement project to prevent further corrosion.



**Deficiency I.D. Deficiency**

**Photograph**

E Deteriorated and separated pitch pocket mastic. The separation between the pitch pocket and the mastic is a path for water infiltration.



F Low flashing height on abandoned curbs. Roof industry standards require 8" minimum base flashing height to prevent water intrusion.



G Vegetation on roof surface indicating poor drainage. During a future roof replacement, provide tapered insulation to promote drainage.





**Deficiency I.D. Deficiency**

**Photograph**

H Improperly fastened power vent. Install a new gasketed screw to prevent damage during wind events.



I Separated sealant at concrete coping joint is open to water infiltration.



J Open base flashing laps open to water infiltration.



**Deficiency I.D. Deficiency**

**Photograph**

K The sealant in the metal coping laps are separated or missing. A membrane was not installed over the wood blocking beneath the metal coping. Install metal back up plates and sealant at each coping lap and a new roof membrane beneath the coping during a future roof replacement project.



L Interply Blister in the roof surface.



M Missing sealant at through wall scupper picture frame to brick cladding interface allows water infiltration into the wall and roof systems. Provide new through wall scupper sleeves and picture frames during a future roof replacement project.





## ROOF MOISTURE SURVEY

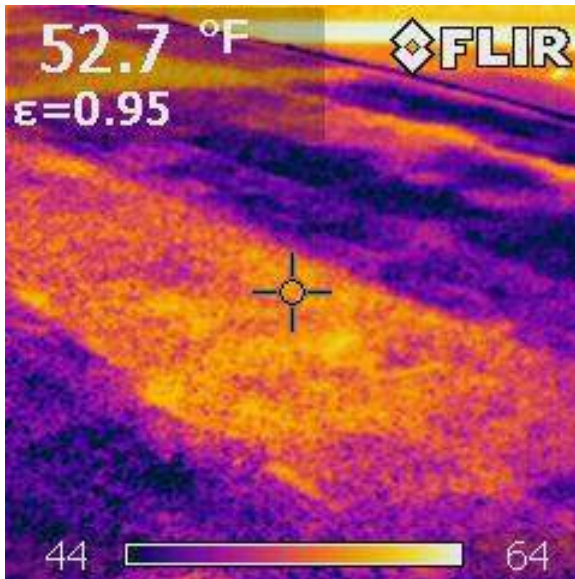
As a part of our roof condition assessment, REI Engineers conducted an infrared roof moisture survey on 9/22/2020 at the above referenced facility located at 2361 Courthouse Highway, in Windsor, Virginia. The purpose of the survey was to detect thermal anomalies resulting from moisture contaminated roof insulation.

Conditions at the time of the moisture survey were clear skies, humidity of approximately 63% and outside ambient temperature of approximately 58 degrees Fahrenheit. Conditions such as this are favorable for successful infrared imaging. The survey was conducted after sunset, during cooler evening hours, to eliminate the possibility of error introduced by solar reflection. After a clear, sunny day, the roof surface acts like a large thermal collector. Wet insulation areas collect and retain heat better than dry areas. During the hours after sunset, dry areas cool more rapidly than wet areas.

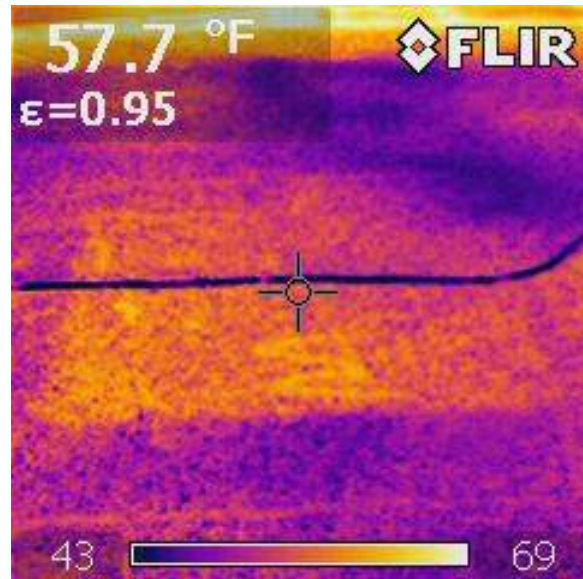
The thermal imaging equipment utilized was a FLIR System's ThermaCAM B60. This camera reads the infrared heat energy radiation, which is invisible to the naked eye, and converts this into visible images on the camera screen. The camera detects temperature differences of less than 0.1°C. As a result, areas of high temperature differential were easily identified. A Tramex RWS roof and wall scanner capacitance meter was also utilized to confirm wet areas at observed thermal anomalies.

There was approximately 2,000 square feet of suspected wet insulation detected by the survey. The locations of these areas are shown on the attached roof plan. The suspected wet insulation locations were verified with Tramex RWS roof and wall scanner capacitance meter.

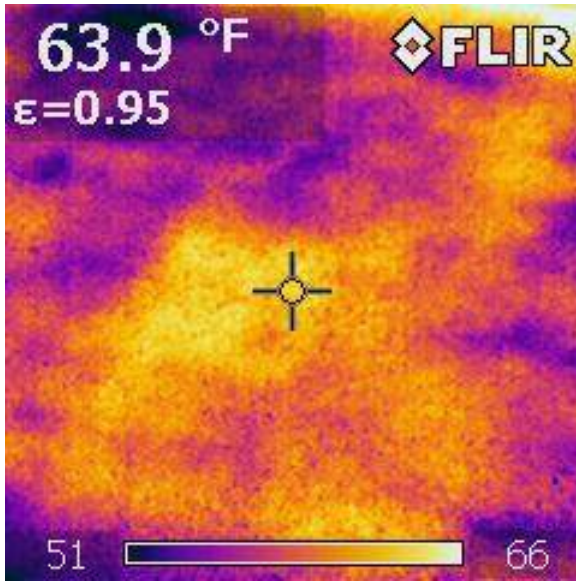
Below are photographs taken of the thermal anomalies identified during our moisture survey:



Thermal Image 1



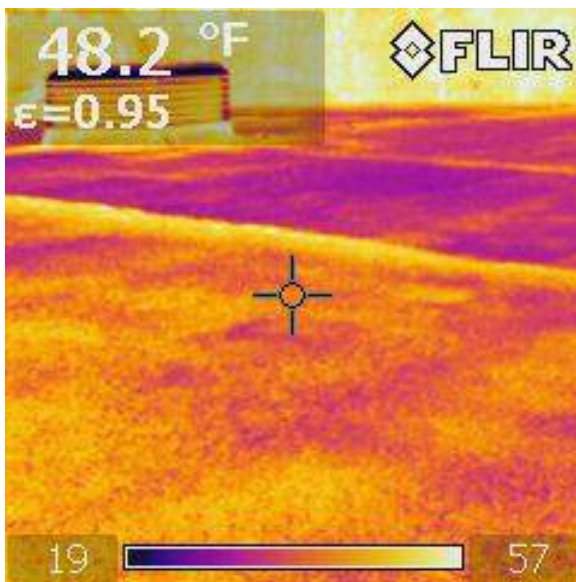
Thermal Image 2



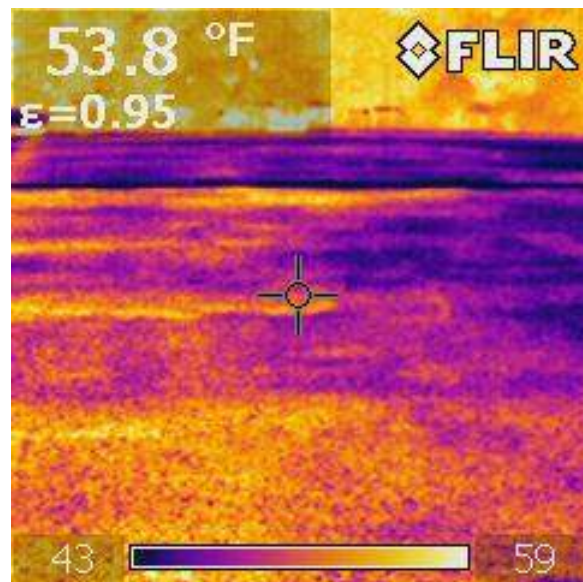
Thermal Image 3



Thermal Image 4

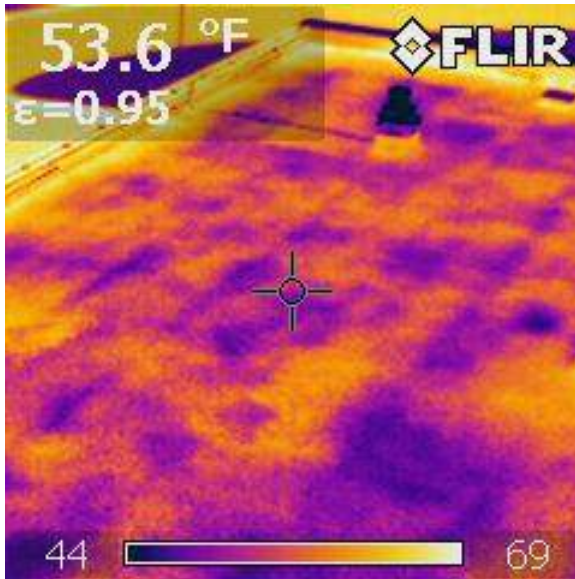


Thermal Image 5



Thermal Image 6

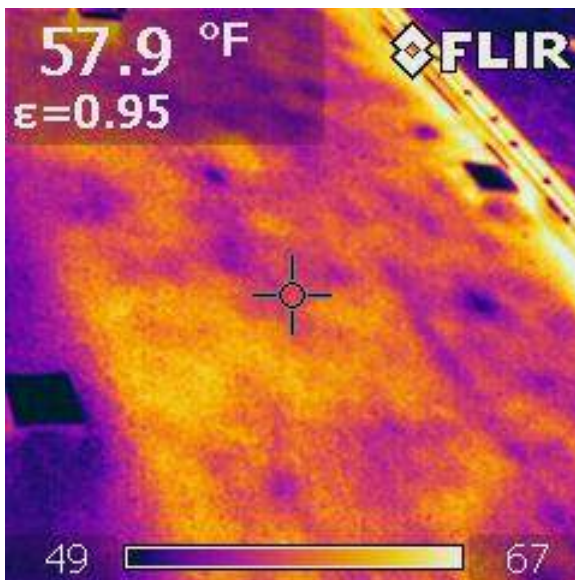




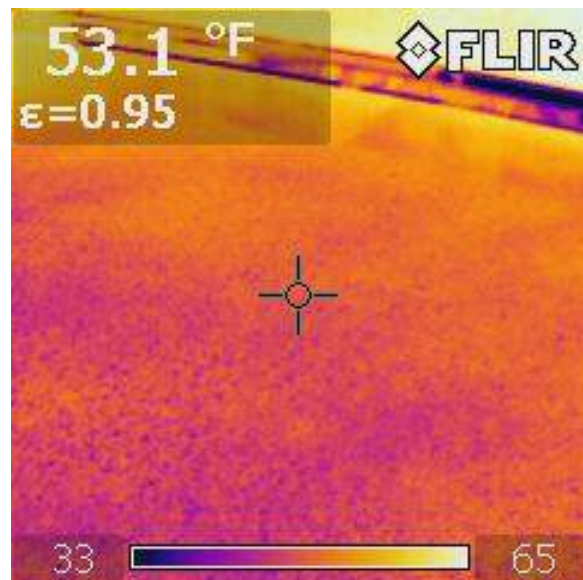
**Thermal Image 7**



**Thermal Image 8**



**Thermal Image 9**



**Thermal Image 10**

## CONCLUSION AND RECOMMENDATIONS

Based on our observations made during our visual assessment, the assumed age of the existing roof system, the amount of thermal anomalies present, and our experience with similar projects, we recommend completely removing the existing roof system down to the existing steel deck. The repair areas on the gymnasium were swept clean of the existing loose gravel surfacing allowing observations of the built up plys. The ply reinforcing scrim is indicative of an asphalt built up roof system at the end of its service life. Although the surface of the plys on the lower roof section is not observable, it is likely that the plys are experiencing the same deterioration.



**OVERALL PHOTOGRAPHS**



Photo 1: Southeast gymnasium roof section.



Photo 2: Northwest gymnasium roof section.





Photo 3: Southwest lower roof section.



Photo 4: Northwest lower roof section.





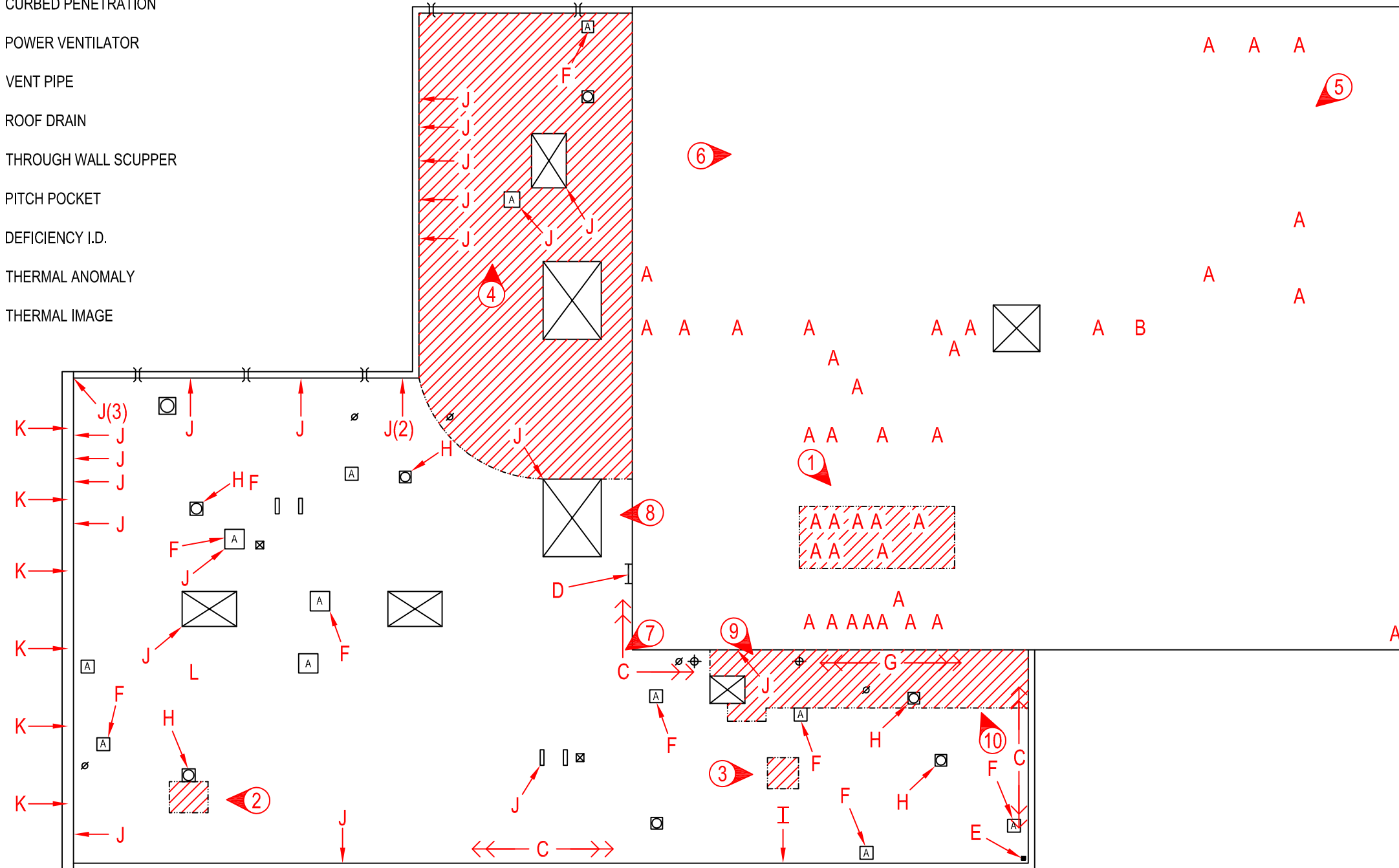
Photo 5: East lower roof section.



Photo 6: South lower roof section.

# PLAN LEGEND

- A ABANDONED CURB
- CURBED PENETRATION
- POWER VENTILATOR
- $\emptyset$  VENT PIPE
- $\oplus$  ROOF DRAIN
- { THROUGH WALL SCUPPER
- PITCH POCKET
- J DEFICIENCY I.D.
- THERMAL ANOMALY
- # THERMAL IMAGE



**ROOF PLAN**  
ROOF PLAN

DRAWN BY:  
LBJ  
SCALE:  
1/16"=1'-0"  
REI PROJECT NO:  
020VAB-109

2697 International Parkway | Suite 106  
Virginia Beach, VA 23452  
Engineering solutions for tomorrow®  
www.reiengineers.com



**ROOF PLAN**  
WINDSOR TOWN CENTER  
2163 COURTHOUSE HIGHWAY  
WINDSOR, VIRGINIA

REVISIONS	
NO.	DATE
1	
2	
DATE: 9/24/20	
SHEET TITLE: <b>A</b>	



October 30, 2020

Town of Windsor  
9 East Griffin Street  
Windsor, Virginia

Attention: William Saunders  
Town Manager

Reference: Proposal for Engineering Services  
Windsor Town Center  
Roof Design, Construction Administration, Quality Assurance Monitoring  
REI Proposal No. P20VAB-212

Dear Mr.Saunders:

In response to our recent discussions, we are pleased to submit this proposal for your consideration. The roof areas outlined in this proposal include the upper and lower roof sections (totaling approximately 15,800 square feet) of the facility located at 23361 Courthouse Highway in Windsor, Virginia.

The following is an outline of the proposed services for Contract Document Development, Construction Administration, and Quality Assurance Monitoring:

#### **CONTRACT DOCUMENTS**

- A. Conduct a site visit to develop detailed Contract Documents for the subject building.
- B. Perform the following engineering design calculations for all roof areas which will be sealed by a Licensed Engineer:
  - 1. Determine design wind loads in accordance with ASCE 7 as required by the current edition of the State Building Code.
  - 2. Primary and secondary (overflow) drainage for compliance with the current edition of the State Plumbing Code.
  - 3. Existing and proposed roof system R-Value for compliance with the current edition of the State Energy Conservation Code.
  - 4. Estimate existing and proposed roof system dead load unit weights to determine load change and the need for a structural analysis. If a structural analysis is required, REI will coordinate applicable work with a licensed Structural Engineer. The cost for the structural analysis (if necessary) is not included in this proposal.
- C. Prepare drawings showing locations of the work. Approximate quantities of work will be shown to ensure competitive bids are received. The drawings will be developed on Computer Aided Drafting (AutoCAD) and prepared from the information obtained during our site visit.
- D. Prepare technical specifications for the project.

- E. Issue preliminary Contract Documents for Owner review. Upon acceptance, final Contract Documents will be prepared and submitted.
- F. Advertisement for bids shall be administered by the Owner.
- G. Attend one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.

#### CONSTRUCTION ADMINISTRATION

- A. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to contractor as required until compliance with specifications is realized.
- B. Attend Roofing Pre-Installation meeting with Owner, Architect, General Contractor and roofing subcontractor to ensure a clear understanding of the Contract Documents and review the proposed materials list as well as coordination with other trades.
- C. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.
- D. Route any change orders developed to address changes to the contract requirements.
- E. Provide recommendations as requested to address any proposed Contract Modifications.
- F. Upon completion of work, verify compliance of warranties and forward to Owner with close out documents and final billing.

#### QUALITY ASSURANCE

- A. Provide the services of a Registered Roof Observer (RRO) to perform quality assurance site visits once every five working days, Monday through Friday, to verify work is in compliance with the Contract Documents. Photographs will be taken as deemed necessary for documentation. We estimate a construction duration of approximately eight (8) weeks. REI cannot comment on work that takes place and covered while REI is not onsite.
- B. Prepare and submit reports from each quality assurance site visit relaying information pertaining to weather, area worked, application methods, material types installed during the site visit, and listing of non-conforming items requiring Contractor's correction.
- C. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. A final inspection report will be submitted upon verifying completion or if necessary, an additional punch list will be prepared.

#### ENGINEERING FEES

Based on the anticipated scope of work for this project we propose to invoice the following services on a lump sum basis:

<b>Contract Documents</b> .....	<b>\$10,494.80</b>
<b>Construction Administration</b> .....	<b>\$2,542.40</b>
<b>Total</b> .....	<b>\$13,037.20</b>



Based on the anticipated scope of work for this project we propose to invoice the Quality Assurance Monitoring on a unit rate basis. These services will be invoiced based on actual time, portal to portal, at the hourly rates provided in the attached fee schedule:

<b>Project Manager – Report Review &amp; Final Completion Meeting .....</b>	<b>\$2,232.40</b>
<b>Registered Roof Observer – Site Observations &amp; Report Preparation .....</b>	<b>\$8,604.00</b>
<b>Estimated Total .....</b>	<b>\$10,836.40</b>

**ADDITIONAL SERVICES**

Additional services may be added to this contract without altering the general terms of the contract. If additional services such as meetings or site visits beyond those outlined above are requested, we will perform those services at the attached REI Engineers Standard Fee Schedule. The services will be invoiced based on actual time at the hourly rates. Our rates for services outside of our office are billed on a portal to portal basis.

**PROJECT SCHEDULE**


- A. Preliminary Contract Documents shall be completed within 30 days of Notice to Proceed. Final Contract Documents shall be completed and sealed within 15 days of receipt of comments.
- B. Construction Administration shall be performed during the estimated construction duration and the project closeout process. This work is expected to take 90 calendar days.

If this proposal meets with your approval, please sign the attached agreement and return it to us. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Respectfully submitted,

**REI Engineers**



Lloyd Bolick Jr., RRC, CDT  
Project Manager

- Enc: Terms and Conditions to Agreement for Engineering and Consulting Services
- Agreement for Engineering and Consulting Services
- REI Engineers Standard Fee Schedule

**AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES**

THIS AGREEMENT is by and between **Town of Windsor, 9 East Griffin Street, Windsor, VA** hereinafter called CLIENT and REI Engineers, 2697 International Parkway, Parkway 3, Suite 106, Virginia Beach, VA, hereinafter called REI, who agrees as follows:

- 1. **DECLARATIONS:** CLIENT desires to engage REI to provide Engineering and related technical services and other services in connection with CLIENT'S project ("**THE PROJECT**") described as follows:

P20VAB-212 Proposal for Engineering Services

- 2. **SCOPE OF WORK:** REI shall provide Engineering and related technical services for THE PROJECT in accordance with the accompanying proposal.

REI Proposal P20VAB-212 dated October 30, 2020

If this agreement is not returned subsequent to a verbal approval or the receipt of your purchase order within 10 days, we will assume that the agreement has been accepted and is in force unless REI is otherwise notified in writing.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature



Executed this 30th day of October, 2020. By \_\_\_\_\_  
Zachary A. Cox, PE  
Branch Manager

**TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES****ARTICLE 1. SERVICES: REI will:**

**1.1** Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar location to THE PROJECT.

**1.2** Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.

**1.3** Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT and accepted by REI.

**1.4** Maintain ownership of all instruments of service. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law. REI grants to CLIENT a non-transferable, irrevocable and perpetual royalty-free license to retain and use such instruments of service for any purpose in connection with the PROJECT specified in the Proposal, upon full payment by CLIENT for REI's services. CLIENT may also use such instruments of service for other purposes only with REI's written consent. Re-use of any such instruments of service by CLIENT on any extension of the PROJECT or on any other project without the written authorization of REI shall be at CLIENT's sole risk and CLIENT shall indemnify, defend and save REI and its employees, officers and directors harmless from and against any loss, cost or expense suffered as a result of, or arising out of, or in connection with such re-use.

**1.5** Retain samples for a period of 30 days following completion of the PROJECT, unless requested otherwise, after which samples will be discarded.

**1.6** Retain all pertinent records relating to the services performed for a period of three years following completion of the PROJECT, during which period the records will be made available to CLIENT at all reasonable times.

**ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:**

**2.1** Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE PROJECT.

**2.2** REI shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to REI such information as is available to the CLIENT and the CLIENT's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the CLIENT to REI.

**2.3** Furnish right of entry onto The PROJECT site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for The PROJECT.

**2.4** Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

**ARTICLE 3. GENERAL CONDITIONS:**

**3.1** REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The PROJECT customarily vested in The PROJECT architects, design engineers, or any other design agencies or authorities.

**3.2** REI shall not be responsible for acts of omissions of any party or parties involved in the design of The PROJECT or the failure of any contractor or subcontractor to construct any item on THE PROJECT in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

**3.3** This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

**3.4** Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

**3.5** REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

**3.6** When REI does not prepare the Contract Documents for the project, the CLIENT waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

**3.7** REI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.



**ARTICLE 4. INSURANCE:**

**4.1** REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

**4.2** No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to The PROJECT. CLIENT agrees, therefore, to include, or cause to be included in The PROJECT'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE PROJECT contractor as CLIENT deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with PROJECT requirements.

**ARTICLE 5. CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY:**

**5.1** Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law: (i) REI shall not be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages of CLIENT, or damages of CLIENT arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and CLIENT hereby releases REI from any such liability; and (ii) in no event shall the cumulative aggregate liability of REI, or its employees, officers or directors, to CLIENT resulting from, arising out of or in connection with the performance or nonperformance of the services or other obligations under this Agreement, exceed the lesser of (i) the total compensation paid to REI pursuant to this Agreement, or (ii) \$10,000.00, regardless of the legal theory under which such liability is imposed. The remedies stated in this Agreement are CLIENT's sole and exclusive remedies for any failure by REI to comply with obligations to CLIENT.

**ARTICLE 6. PAYMENT:**

**6.1** CLIENT will pay REI for services and expenses in accordance with REI's proposal. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

**6.2** Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

**6.3** REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

**ARTICLE 7. EXTENT OF AGREEMENT:**

The Agreement, including the proposal and these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI. The parties to this Agreement may from time to time by mutual agreement seek to modify, extend or enlarge the services described in the Proposal. In the event the parties agree to a change to add additional services, or to make other modifications to the services, REI's compensation, the schedule and any other relevant terms and conditions of the Proposal shall be equitably adjusted prior to performance of such services.

**ARTICLE 8. MEDIATION:**

**8.1** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**ARTICLE 9. CERTIFICATE OF MERIT:**

The CLIENT shall make no claim for professional negligence, either directly or by way of a cross complaint against REI unless the CLIENT has first provided REI with a written certification executed by an independent consultant currently practicing in the same discipline as REI and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to REI not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

**ARTICLE 10. BIOLOGICAL GROWTH:**

CLIENT releases REI from any and all claims CLIENT and CLIENT's employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in CLIENT'S Building.

**REI ENGINEERS**  
**2020 Standard Fee Schedule**

**A. STANDARD UNIT RATES FOR PROFESSIONAL SERVICES\***

1.	Principal .....	\$220.00/hr.
2.	Licensed Professional (PE, AIA).....	\$165.00/hr.
3.	Registered Professional (RBEC, RRC, RWC, REWC).....	\$155.00/hr.
4.	Sr. Project Manager .....	\$135.00/hr.
5.	Project Manager.....	\$115.00/hr.
6.	Sr. Technician .....	\$95.00/hr.
7.	Technician.....	\$75.00/hr.
8.	Draftsman (includes AutoCAD time).....	\$60.00/hr.
9.	Clerical .....	\$50.00/hr.

**B. MISCELLANEOUS CHARGES**

1.	Mileage.....	\$0.65/mile
2.	Technical Field Equipment.....	\$250.00/day
3.	Processing Digital Photos .....	\$50.00/site visit
4.	Color Copies (over 20 pages).....	\$1.00/page
5.	Vehicle Rental .....	Cost x 1.15 (Minimum \$55.00/day)
6.	Private Air Travel.....	\$175.00/hr.
7.	Pilot Fee .....	\$350.00/day
8.	Expenses .....	Cost x 1.15

**C. FIELD TESTING**

1. Shall be as quoted on a per project basis.

\*Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time.  
Minimum personnel charge for site visits is four hours excluding travel time.



## First Atlantic Environmental

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414 S. Parliament Dr. Virginia Beach, VA 23462  
T (757) 499-1915 F (757) 490-1303  
Tax ID- 54-1611256

Client: Town of Windsor - Windsor Town Center  
Property: 23361 Courthouse Hwy.  
Windsor, VA 23487

Operator: JEREMYS

Estimator: Jeremy Sikes  
Business: 414 S. Parliament Dr.  
Virginia Beach, VA 23462

Business: (757) 646-1560  
E-mail: Jeremys@firstatlanticenv.  
com

Type of Estimate: Inspection/ sampling  
Date Entered: 9/2/2020 Date Assigned:

Price List: VANF8X\_AUG20  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: VB-20-1322-FAE-2

**This estimate is for MOLD REMEDIATION AND CLEANING ONLY at the address referenced above.**

**This estimate is based on a report/protocol from David Guy and provides labor and materials to execute the protocol as written.**

**If the drywall found above the ceiling grid is found to not be sufficiently cleaned removing and replacing may be required. The costs for removing and replacing would be as follows:**

**Removal per sqft- \$1.54, includes disposal.**

**Replacement per sqft- \$6.13, includes priming all replaced drywall.**

**Once the materials have been removed, the exposed framing and remaining surfaces inside the containment area will be HEPA vacuumed, treated with an anti-microbial solution, and HEPA vacuumed again. Wire brushing and/or HEPA sanding techniques will be utilized on heavily contaminated or stained surfaces as deemed necessary. A mold-inhibitive sealer will then be used as necessary.**

**While it is possible to make reasonable deductions concerning the extent of the damage based on the visual evidence, it is possible that, once the areas in question are opened up, there could be additional damage not anticipated. Any additional necessary work will have to approved in a change order prior to completion.**

**Please note that, while every precaution is taken during the construction of containments, the nature of these structures will occasionally result in minor collateral damage such as paint peeling off the wall where the containment was secured. There are no provisions for any repairs that might be necessary due to any collateral damage.**

**All of our remediation will be completed while following the U.S. EPA's suggested guidelines, the New York City Health Department Guidelines on Assessment and Remediation of Fungi in Indoor Environments, the IICRC's S-520 Standard and Reference Guide for Professional Mold Remediation as well as all applicable O.S.H.A. guidelines applying to the work being performed.**

**Please note that First Atlantic Environmental makes no guarantees as to the long term effectiveness of this remediation. If the conditions that allowed the microbial contamination to grow in the first place are not corrected, it is almost certain that the problem will return.**



## **First Atlantic Environmental**

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**There may be amendments to the listed scope of work if additional damage is found or scope of work is changed. These amendments will be made via change order and supplement estimate. The estimate is based upon First Atlantic Environmental completing the entire scope, pricing may change if the scope of work is altered.**

**THERE ARE NO PROVISIONS FOR ANY SORT OF REPAIR OR "PUT-BACK" IN THIS ESTIMATE.**

**Thank you for the opportunity to be of service.**



# First Atlantic Environmental

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## VB-20-1322-FAE-2

### VB-20-1322-FAE-2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Commercial Supervision / Project Management - per hour	4.00 HR	0.00	65.22	0.00	52.18	313.06
Line item considers additional time for on-site multiple trade coordination and off-site material acquisitions.						
2. Tandem axle dump trailer - per load - including dump fees	1.00 EA	220.01	0.00	0.00	44.00	264.01
Total: VB-20-1322-FAE-2				0.00	96.18	577.07

### Remediation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Hazardous Waste/Mold Cleaning Technician - per hour	96.00 HR	0.00	58.46	0.00	0.00	5,612.16
Labor to complete all cleaning per protocol.						
4. Negative air fan/Air scrubber (24 hr period) - No monit.	6.00 DA	0.00	72.22	0.00	0.00	433.32
5. Dehumidifier (per 24 hour period) - XLarge - No monitoring	6.00 EA	0.00	104.29	0.00	0.00	625.74
6. Equipment decontamination charge - per piece of equipment	8.00 EA	0.00	36.90	0.00	0.00	295.20
7. Materials and supplies	1.00 EA	0.00	500.00	0.00	0.00	500.00
Totals: Remediation				0.00	0.00	7,466.42

### Ceiling tiles

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
8. R&R Acoustic ceiling tile	1,232.00 SF	0.71	3.35	116.05	1,023.60	6,141.57
Remove and replace ceiling tiles in the meeting rom (103) and office (102).						
Totals: Ceiling tiles				116.05	1,023.60	6,141.57
<b>Line Item Totals: VB-20-1322-FAE-2</b>				<b>116.05</b>	<b>1,119.78</b>	<b>14,185.06</b>



## First Atlantic Environmental

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### Summary

Line Item Total	12,949.23
Material Sales Tax	116.05
Subtotal	13,065.28
Overhead	559.89
Profit	559.89
<b>Replacement Cost Value</b>	<b>\$14,185.06</b>
<b>Net Claim</b>	<b>\$14,185.06</b>

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Jeremy Sikes